

James Kirk Fercho
9614 Kelley Lane
Huntley, Illinois
60142
224-345-1846
jameskirk22@hotmail.com

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
02/07/2024
JEFFREY P. ALLSTEADT, CLERK

**United States Bankruptcy Court
Northern District of Illinois
Western Division**

In Re Debtor,)	Case No. 22-80726
)	Ad. No 23-96019
)	
James Kirk Fercho)	Contract Owners Praecipe to Clerk.
)	

YOU WILL: File the following documents on case no. 23-96019 docket files, and ensure all online filing participants receive all documents.

1. Contract Owners
2. Invoice
3. Sovereigns declaration



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**United States Bankruptcy Court
Northern District of Illinois
Western Division**

In Re Debtor,)	Case No. 22-80726
)	Ad. No 23-96019
)	
James Kirk Fercho)	Contract Owners Notice of Breach of
)	Contract

I am James Kirk Fercho, speaking for my record. I do not consent to being interrupted because that will be tampering with my record in this contract matter.

This Contract Owners Notice of Breach of Contract and Damages Invoice has been duly filed for record prior to this meeting.

I am James Kirk Fercho, the Contract Owner over case no. 23-96019, my contract, as purchased through this vendor, the court, identifier case no. 30375637, requires Honest Judicial Services to be provided by all officers, employees and contractors serving the court.

My contract is underwritten by the United States of America recognized by offering honest judicial services for purchase. The underwriter is the surety and guarantor supervising and controlling all administrative agents servicing my contract.

Terms of the contract are the Law of the Constitutions, both State and National, good standing statutes, rules of procedure, evidence as written and public trust duties owed by all public servants. Context and laws of Public Trust service is found by reference to 5 CFR 2635.

Administrators to my contract, all those involved in this case no. 23-96019, are public servants. Receipt of a paycheck or receiving benefits from this contracts operation is admission and confession of obligations owed and paid for under Personal Fidelity Bond duly endorsed as binding upon assumption of office or position secured by paycheck accepted. Fidelity Bonds once issued and never canceled are binding and attach all assets of the issuer not reserved.

I, James Kirk Fercho, am not a subject to be ruled over or controlled without my consent. I do not consent to being deceived, misled or denied in any manner whatsoever full information exposing all relevant law

or fact that is beneficial to me or my positions here. US v. Kosminsky, 487 US 931 (1988) defines the controlling operational order to all public servants fully identifying the law or legal process as INVOLUNTARY SERVITUDE, SLAVERY, when applied as it has been to me during this transaction contract for providing honest judicial services.

The contract I purchased and secured, UCC 1 no. 30375637 , is now Bonded, by the underwriter the United States of America, CUSIP no. 912796ZW2 , duly and properly recorded on public records of this matter.

Thus, my contract owners standing and secured, bonded statements herein must be recognized as obligations to be performed under the terms and conditions precedent of all public servants and contractors servicing my contract.

BREACH OF CONTRACT IS NOW DECLARED.

ERRORS WILL NOW BE CORRECTED.

IF NOT, THEN THE CONTRACT ADMINISTRATORS BECOME PERSONALLY LIABLE TO BOTH THE CONTRACT OWNER AND THE UNDERWRITER.

FIRST: The court will review the files completely.
When the record exposes that contract owner has not been advised of all the relevant facts and laws beneficial to me, the Breach of Contract will be perfected by the public record.
Further the deceit and misleading operations will be recognized as based on non disclosure when there is a moral, legal and contractual duty under both the law and contract to fully disclose.
All administrators to my contract know and have always known that the law of the contract as purchased must be honored or Breach is executed.
The choice is to recognize mistakes and correct them, or, construct public records of intent.

SECOND: The court will recognize that the first event causing breach voids jurisdiction allowing the continuation of contract/case no. 23-96019. That, all orders, and executions on orders are void from the date of the first Breach.

THIRD: the court will recognize that a contempt citation cannot be based on fatally defective process as identified herein and herewith.
DISMISSAL of Contempt charges required immediately

FOURTH: The court will recognize that all prior actions seizing the assets, properties, of the alleged debtor, are void. The court will order return of all properties immediately.
..... Silver coins will be returned to care and custody of the contract owner.
All vehicles attached will be released to the full care and custody of the contract owner.

FIFTH: The court will recognize that without a properly executed contract meeting, all the terms and conditions required as demanded by the contract owner the court has sold subject matter jurisdiction over which to apply its jurisdiction.

The court will also recognize that without that contract being in evidence, there is no party that could state a claim to the contract owners home.

The court will recognize that it is strictly limited to validating only provably valid and verified debts. Thus, the court will issue the bankruptcy discharge order for the contract owners property, located at 9614 Kelley Lane, property record identifier, and order the clerk to notify all parties and the county clerks office in control of property records.

SIXTH: Contract Owner, James Kirk Fercho, declares that I have been harmed, injured, and damaged by these proceedings. I also recognize my own prior negligence, allowed some of the harm and injury to take place.

I also recognize that once I corrected my mistake and began to apply the law under my purchase contract this court had the absolute duty to apply the law as presented.

I also recognize that the court as a statutory construction is required to apply all of the statutes to the facts before it in every case, which has not happened.

No public officer, a public servant, is allowed to pick and choose which laws they apply. Honest public servants are required to apply all of the relevant law to the facts in front of them. That is part of the job description and official public trust duties.

The People are not required to advise our public servants, particularly federal judges, and the United States trustee, of what the law or the procedures are. You all get paid to know.

When you know, or should know the terms and conditions of your employment, and you do not perform that is a breach of contract, and in the case of federal public servants, embezzlement of the value of the paycheck from the government.

SEVENTH: the court will recognize that breach of contract requires the party damaged to be made whole. Contract owner submits invoice with a 2% discount for payment within 30 days.

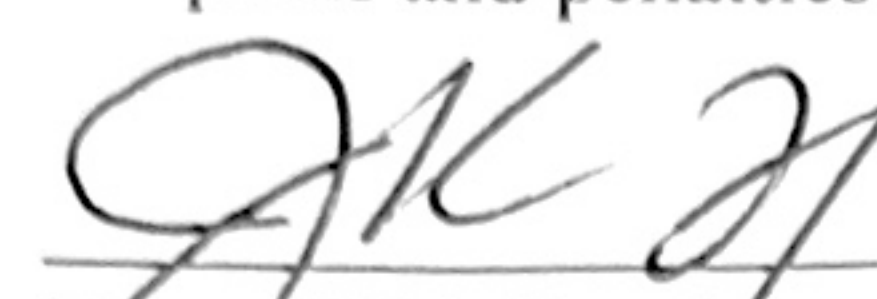
The court may view this document and the contract owners records as a Beneficiaries Letter of Wishes. See the annexed as fully incorporated RE: THE PEOPLE'S SOVEREIGNTY; Sovereigns Clarification of Legal Relations Between Governments and Public Servants. James Kirk Fercho Claiming Sovereignty.

Contract owner, thanks the court in advance, and the United States trustee for their future honest performance as identified here in and here with.

Contract owner is willing to discount the damages invoice to a larger percentage, based on the good faith and honest performance of judicial and administrative functions.

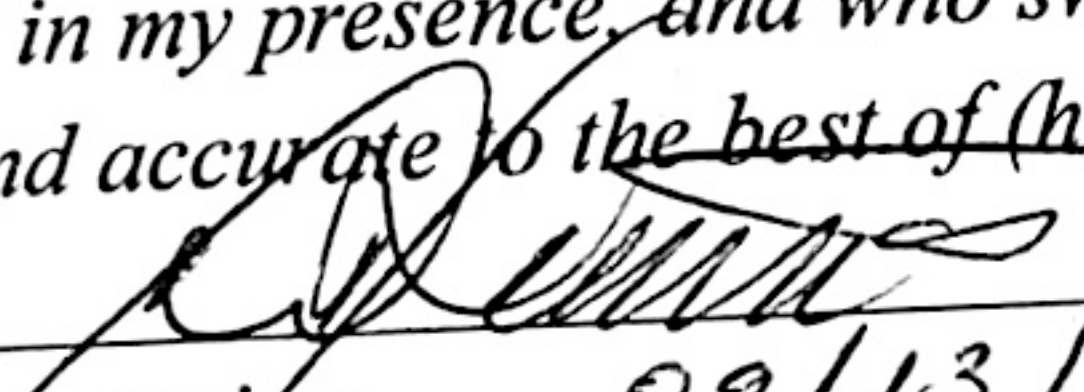
This document and statement by the contract owner is presented under reserved right for criminal complaint, 18 USC 4, as based on the facts of record. Civil Rights protected by federal statutes involved.

Done this 6th day of February, 2024. Duly sworn under our Creator as true and correct and in accord with the pains and penalties of perjury pursuant to the laws of Illinois State and the United States of America.

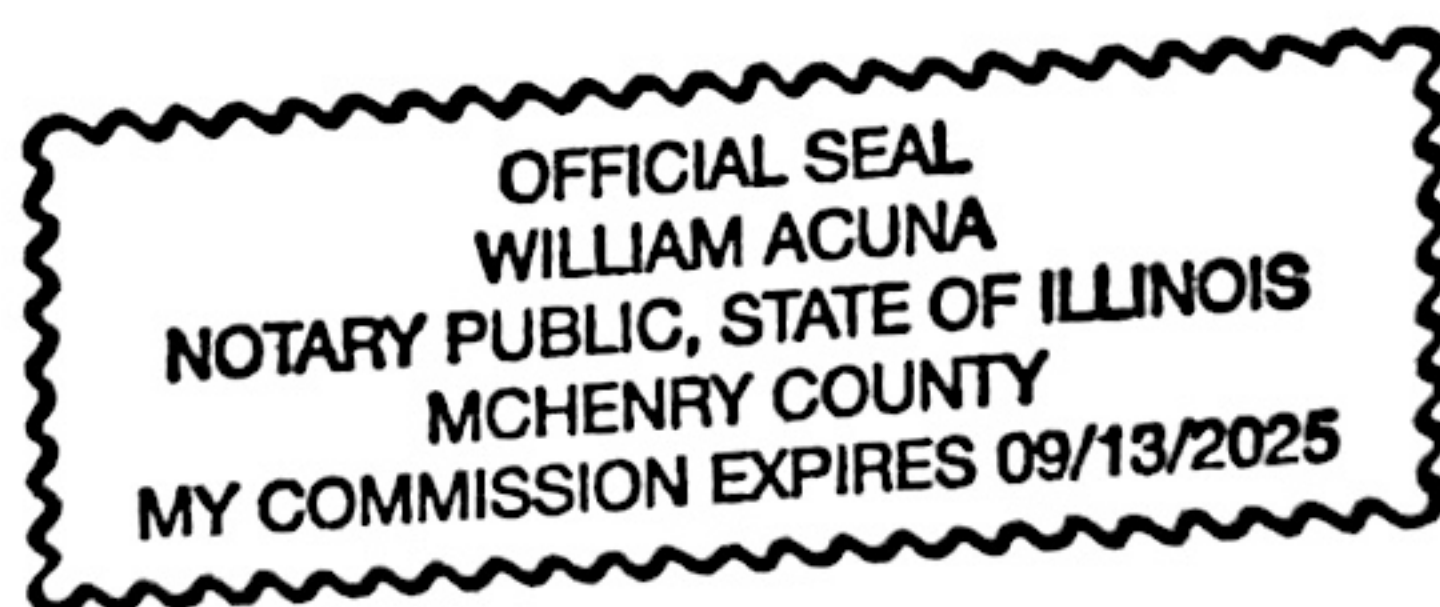

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This certificate is attached to 4 (# pages) page document dealing with / entitled
_____ and dated.

NOTARY JURAT.

On this 7 day of FEBRUARY, 2024, before me, the undersigned Notary Public, personally appeared JAMES KIRK FERCHO (name of document signer), proved to me through satisfactory evidence of identification, which was a DRIVER'S LICENSE, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.
 (official signature and seal of Notary) My commission expires 09/13/2025.

NOTE: Use of the notary public is for verification of signature and identity confirmation only. It implies no consent to federal jurisdiction under the Buck Act as Affiant is 'without



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02/06/2024

TO:

1: UNITED STATES BANKRUPTCY COURT WESTERN DIVISION
327 South Church Street
ROCKFORD, IL 601101
USPS CERTIFIED MAIL #:

2: Judge Thomas M. Lynch
327 South Church Street
ROCKFORD, IL 601101
USPS CERTIFIED MAIL #:

3: Patrick S. Layng
Office of the United States Trustee
780 Regent St. Suite 304
Madison, WI 53715
USPS CERTIFIED MAIL #:

CONTRACT OWNERS INVOICE

DAMAGES

A: COST	\$10,000.00
\$100/HR @ 100 hours.....	\$20,000.00
B: COMPENSATORY.....	\$20,000.00
C: PUNITIVE.....	\$20,000.00
E: EXEMPLARY.....	\$20,000.00
D: PAIN AND SUFFERING.....	\$90,000.00
TOTAL.....	

2% discount for payment within 30 days.

Done this 6th day of February, 2024. Duly sworn under our Creator as true and correct and in accord with the pains and penalties of perjury pursuant to the laws of Illinois State and the United States of America.

PAYABLE TO:

James Kirk Fercho
9614 Kelley Lane
Huntley, Illinois
60142